BILL NO. S-90-07-48

SPECIAL ORDINANCE NO. S-197-90

AN ORDINANCE approving Contract FOR RES. #6154-90, FAIRMONT PLACE PHASE I between DEHNER CONSTRUCTION COMPANY, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety.

NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

SECTION 1. That the Contract FOR RES. #6154-90, FAIRMONT PLACE CONSTRUCTION COMPANY by and between DEHNER CONSTRUCTION COMPANY, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety, is hereby ratified, and affirmed and approved in all respects, respectfully for:

improvement of the east side of Tacoma Avenue from the south curb line of Rudisill Blvd. to the north curb line of Pasadena Drive by replacing the sidewalks where needed and to improve South Wayne from the south curb line of Rudisill Blvd. to the north curb line of Pasadena, West Foster Parkway from the west curb line of South Wayne to the east curb line of Tacoma Ave. and on Branning Ave. from the west curb line of South Wayne Ave. to the east curb line of Tacoma Ave. by replacing curbs, driveways, sidewalks and yardwalks;

involving a total cost of One Hundred Thirty-Eight Thousand Five Hundred Forty-Five and no/100 Dollars ($138,545.00).

SECTION 2. Prior Approval has been requested from Common Council on June 26, 1990. Two copies of said Contract are on file with the Office of the City Clerk and made available for public inspection, according to law.

SECTION 3. That this Ordinance shall be in full force and effect from and after its passage and any and all necessary approval by the Mayor.

Councilmember

APPROVED AS TO FORM
AND LEGALITY

J. Timothy McCaulay, City Attorney

CONTRACT NO. 6154-90

FAIRMONT PLACE PHASE I (COIT)

BOARD ORDER NO. 242-87 WORK ORDER NO. 10,806

THIS CONTRACT made and entered into in triplicate this 11 day of July, 1990, by and between DEHNER CONSTRUCTION CO., INC., herein called CONTRACTOR, and the City of Fort Wayne, Indiana, an Indiana Municipal Corporation, acting by and through the Mayor and the Board of Public Works and Safety, herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following: RES. NO. 6154-90 FAIRMONT PLACE PHASE I (COIT): To improve the east side of Tacoma Ave. from the south curb line of Rudisill Blvd. to the north curb line of Pasadena Driv by replacing the sidewalks where needed and to improve South Wayne Ave. from the south curb line Rudisill Blvd. to the north curb line of Pasadena, West Foster Parkway from the west curb line of South Wayne Ave. to the east curb line of Tacoma Ave. and on Branning Ave. from the west curb lin of South Wayne Ave. to the east curb line of Tacoma Ave. by replacing curbs, driveways, sidewalks yardwalks & drainage as needed. all according to RES. NO. 6154-90, Drawing No. _____, Sheets _____, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The OWNER shall pay CONTRACTOR for the performance of the contract the unit price sum of $ 138,545.00. In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR's Proposal.

ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15th day of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department

of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the CONTRACTOR that the work is ready for final inspection and acceptance, the Board of Public Works and Safety will direct the Engineering Department of the OWNER to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the Board of Public Works and Safety which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon the entire balance of the Contract sum shall be due and payable to the CONTRACTOR; provided only that CONTRACTOR shall first furnish OWNER, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The CONTRACTOR will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the City of Fort Wayne in any suits for damages for injury to real or personal property, or for any injury sustained by any person growing out of any act or doing of Contractor, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the City of Fort Wayne in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor or Subcontractors in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said CONTRACTOR, shall be conclusive against CONTRACTOR as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that CONTRACTOR indemnify and hold harmless OWNER in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR

The CONTRACTOR further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after comple-

tion of construction or upon request of the Office of Compliance.

ARTICLE 7: PREVAILING WAGE SCALE

The CONTRACTOR agrees to pay, and also require of his subcontractors that they pay wage rates on the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

a. Advertisement for Bids, for Contract No. 6154-90.
b. Instructions to Bidders for Contract No. 6154-90.
c. Contractor's Proposal Dated JUNE 13, 1990.
d. Ft. Wayne Engr. Dept. Drawing #_____.
e. Supplemental Specifications for Contract No. 6154-90.
f. Workman's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.
g. Non-Discrimination of Labor, General Ordinance No. G-34-78 (as amended).
h. Prevailing Wage Scale.
i. Performance and Guaranty Bond.
j. Labor and Material Payment Bond.
k. Minority/Female Employment Hourly Utilization.
l. Right-of-Way Cut Permit.
m. Comprehensive Liability Insurance Coverage.
n. MBE/EBE Committment Form.
o. _____
p. _____

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the CONTRACTOR shall furnish a Performance and Guaranty Bond in favor of the City of Fort Wayne in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of three (3) years following written acceptance of the work by the OWNER.

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to OWNER, within ten (10) days of the date hereof, a certificate from an insuror acceptable to OWNER showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to OWNER and in accordance with the Statutes of the State of Indiana.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the CONTRACTOR and the OWNER under the provisions of this Contract shall be subject to the decision of the Director of Board of Public Works & Safety of the OWNER, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of the work covered by this Contract will be permitted except on prior written authorization by the Board of Public Works and Safety.

ARTICLE 12: COMPLETION DATE

The CONTRACTOR agrees to complete the work specified in the contract within 10/1/90 consecutive calendar days after having been ordered by the OWNER to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the OWNER by the Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana, shall not be binding upon the OWNER unless and until the same shall have been ratified and approved by the Common Council of the City of Fort Wayne, Indiana, and should said Common Council fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

(CONTRACTOR) DEHNER CONSTRUCTION, INC.

BY: Gregory Dehner

Gregory Dehner, President

BY: Thomas H. Sadler

Thomas H. Sadler, Secretary

CITY OF FORT WAYNE, INDIANA

BY: _____
Paul Helmke, Mayor

BOARD OF PUBLIC WORKS & SAFETY

_____
Charles E. Layton
Director of Public Works

_____
Michael McAlexander
Director of Public Safety

_____
Douglas M. Lehman
Director of Administration & Finance

ATTEST:

_____
Patricia J. Crick, Clerk

ACKNOWLEDGMENT

STATE OF INDIANA:

SS:

COUNTY OF ALLEN:

BEFORE ME, a Notary Public, in and for said County and State, this 25th day of June, 19 90, personally appeared the within named Gregory Dehner & Thomas H. Sadler, who being by me first duly sworn upon their oaths say that they are the President and Secretary respectively, of DEHNER CONSTRUCTION, INC. and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of DEHNER CONSTRUCTION, INC. for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Roger N. Carpenter

NOTARY PUBLIC

Roger N. Carpenter

Type or Print Name of Notary

MY COMMISSION EXPIRES: January 13, 1992

ACKNOWLEDGEMENT

STATE OF INDIANA)
) SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this 11th day of July, 19 90, personally appeared the within named Paul Helmke, Mayor of the City of Fort Wayne; Charles E. Layton, Michael McAlexander and Douglas M. Lehman, members of the Board of Public Works and Safety, City of Fort Wayne, Indiana; and Patricia J. Crick, Clerk of the Board of Public Works and Safety, City of Fort Wayne, Indiana, to me personally known, who being by me duly sworn said that they are respectively the Mayor of the City of Fort Wayne, the Members and Clerk of the Board of Public Works and Safety of the City of Fort Wayne, Indiana, and that they signed said instrument on behalf of the City of Fort Wayne, Indiana, with full authority so to do and acknowledged said instrument to be the voluntary act and deed of said City for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Carolyn S. Eschmann
NOTARY PUBLIC

CAROLYN S. ESCHMANN
NOTARY PUBLIC, STATE OF INDIANA
ALLEN CO.
MY COMMISSION EXPIRES JUNE 21, 1991
ISSUED THRU INDIANA NOTARY ASSOC.

Type or Print Name of Notary

My Commission Expires: _____

Approved by the Common Council of the City of Fort Wayne on day of _____, 19_____.

Special Ordinance No. _____.

CERTIFICATE OF INSURANCE

DATE: 06/21/90

PRODUCER

Yaste, Zent & Rye Agency, Inc.
127 W. Berry St., Ste. 1200
P.O. Box 1367
Fort Wayne, IN 46801
(219) 423-1591

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHT UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW

COMPANIES AFFORDING COVERAGE

COMPANY LETTER	A MONROE GUARANTY
COMPANY LETTER	B MOTORIST MUTUAL INSURANCE COMPANY
COMPANY LETTER	C
COMPANY LETTER	D
COMPANY LETTER	E

INSURED

Dehner Construction Inc.

2110 Lower Huntington Road
Fort Wayne , IN 46819

COVERAGES

THIS IS TO CERTIFY THAT POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS, AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE	POLICY EXPIRATION DATE	ALL LIMITS IN THOUSANDS
A	GENERAL LIABILITY [X] COMMERCIAL GENERAL LIABILITY [X] [ ] CLAIMS MADE [X] OCCURRENCE [ ] OWNER'S & CONTRACTORS PROTECTIVE [ ] [ ]	MG 127065 N-9	12/30/89	12/30/90	GENERAL AGGREGATE $ 1000 PRODUCTS-COMP/OPS AGGREGATE $ 1000 PERSONAL & ADVERTISING INJURY $ 1000 EACH OCCURRENCE $ 1000 FIRE DAMAGE (ANY ONE FIRE) $ 50 MEDICAL EXPENSE(ANY ONE PERSON)$ 5
B	AUTOMOBILE LIABILITY [X] ANY AUTO [X] ALL OWNED AUTOS [X] SCHEDULED AUTOS [X] HIRED AUTOS [X] NON-OWNED AUTOS [ ] GARAGE LIABILITY [ ]	33.169770-E	01/25/90	01/25/91	CSL $ 1000 BODILY INJURY (PER PERSON) $ BODILY INJURY (PER ACCIDENT) $ PROPERTY DAMAGE $
	EXCESS LIABILITY [ ] UMBRELLA FORM [ ] OTHER THAN UMBRELLA				EACH OCCURRENCE $ AGGREGATE $
A	WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY	MG127065 W-9	12/30/89	12/30/90	STATUTORY $ 100 (EACH ACCIDENT) $ 500 (DISEASE-POLICY LIMIT) $ 100 (DISEASE-EACH EMPLOYEE)
	OTHER				

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS

ANY AND ALL OPERATIONS OF THE ABOVE NAMED INSURED. LIMITS SHOWN ARE THOSE IN EFFECT AS OF POLICY INCEPTION.

CERTIFICATE HOLDER

City of Fort Wayne
Board of Public Works & Safety
One Main Street
Fort Wayne, IN 46802

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING COMPANY WILL ENDEAVOR TO MAIL 10 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO MAIL SUCH NOTICE SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE COMPANY, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE

John J. Pikel

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A311

Performance Bond

KNOW ALL MEN BY THESE PRESENTS: that DEHNER CONSTRUCTION, INC.
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Contractor, and, FIDELITY AND GUARANTY INSURANCE COMPANY
(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto City of Fort Wayne
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, in the amount of

One hundred thirty-eight thousand, five hundred forty-five & 00/100---- Dollars ($ 138,545.00--),

for the payment whereof Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Contractor has by written agreement dated June 20, 1990, entered into a contract with Owner for

Fairmont Place Phase I Resolution #6154-90

in accordance with Drawings and Specifications prepared by
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A311

Labor and Material Payment Bond

THIS BOND IS ISSUED SIMULTANEOUSLY WITH PERFORMANCE BOND IN FAVOR OF THE OWNER CONDITIONED ON THE FULL AND FAITHFUL PERFORMANCE OF THE CONTRACT

KNOW ALL MEN BY THESE PRESENTS: that DEHNER CONSTRUCTION, INC.
(Here insert full name and address or legal title of Contractor)

as Principal, hereinafter called Principal, and, FIDELITY AND GUARANTY INSURANCE COMPANY
(Here insert full name and address or legal title of Surety)

as Surety, hereinafter called Surety, are held and firmly bound unto City of Fort Wayne
(Here insert full name and address or legal title of Owner)

as Obligee, hereinafter called Owner, for the use and benefit of claimants as hereinbelow defined, in the amount of One hundred thirty-eight thousand, five hundred forty-five and 00/100----
(Here insert a sum equal to at least one-half of the contract price) Dollars ($ 138,545.00-----),
for the payment whereof Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS,

Principal has by written agreement dated June 20, 1990, entered into a contract with Owner for

Fairmont Place Phase I Resolution #6154-90

in accordance with Drawings and Specifications prepared by
(Here insert full name and address or legal title of Architect)

which contract is by reference made a part hereof, and is hereinafter referred to as the Contract.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION is such that, if Contractor shall promptly and faithfully perform said Contract, then this obligation shall be null and void; otherwise it shall remain in full force and effect.

The Surety hereby waives notice of any alteration or extension of time made by the Owner.

Whenever Contractor shall be, and declared by Owner to be in default under the Contract, the Owner having performed Owner's obligations thereunder, the Surety may promptly remedy the default, or shall promptly

1) Complete the Contract in accordance with its terms and conditions, or

2) Obtain a bid or bids for completing the Contract in accordance with its terms and conditions, and upon determination by Surety of the lowest responsible bidder, or, if the Owner elects, upon determination by the Owner and the Surety jointly of the lowest responsible bidder, arrange for a contract between such bidder and Owner, and make available as Work progresses (even though there should be a default or a succession of defaults under the contract or contracts of completion arranged under this paragraph) sufficient funds to pay the cost of completion less the balance of the contract price; but not exceeding, including other costs and damages for which the Surety may be liable hereunder, the amount set forth in the first paragraph hereof. The term "balance of the contract price," as used in this paragraph, shall mean the total amount payable by Owner to Contractor under the Contract and any amendments thereto, less the amount properly paid by Owner to Contractor.

Any suit under this bond must be instituted before the expiration of two (2) years from the date on which final payment under the Contract falls due.

No right of action shall accrue on this bond to or for the use of any person or corporation other than the Owner named herein or the heirs, executors, administrators or successors of the Owner.

Signed and sealed this 21st day of June 19 90

Roger Carpenter
(Witness)

DEHNER CONSTRUCTION, INC.
(Principal) (Seal)

BY: Dwayne Dehner
(Title) President

YASTE, ZENT & RYE AGENCY, INC.

Mary A. MacKay
(Witness)

FIDELITY AND GUARANTY INSURANCE COMPANY
(Surety) (Seal)

John J. Pelaf
(Title) Attorney-in-Fact

Read the first time in full and on motion by Gia Quinta, seconded by Talarico, and duly adopted, read the second time by title and referred to the Committee on Public Works (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Conference Room 128, City-County Building, Fort Wayne, Indiana, on ____, the ____, day of ____, 19____, at ____ o'clock ____.M.,E.S.T

DATED: 7-24-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Gia Quinta, seconded by Talarico, and duly adopted, placed on its passage. PASSED ~~LOST~~ by the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
TOTAL VOTES	7			2
BRADBURY	✓			
BURNS	✓			
EDMONDS	✓			
GiaQUINTA	✓			
HENRY				✓
LONG				✓
REDD	✓			
SCHMIDT	✓			
TALARICO	✓			

DATED: 8-14-90

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as ~~(ANNEXATION)~~ ~~(APPROPRIATION)~~ (GENERAL) (SPECIAL) ~~(ZONING MAP)~~ ORDINANCE ~~RESOLUTION~~ NO. S-197-90 on the 14th day of August, 19 90,

ATTEST: Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

SEAL

Charles S. Redd
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 16th day of August, 19 90 at the hour of 11:30 o'clock A.M.,E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 20th day of August 19 90, at the hour of 9:45 o'clock A.M.,E.S.T.

PAUL HELMKE, MAYOR

Admn. Appr.

TITLE OF ORDINANCE: Contract for Res. #6154-90, Fairmont Place Phase I, (COIT)

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works & Safety

SYNOPIS OF ORDINANCE: The Contract for Res. #6154-90, Fairmont Place Phase I, is to improve the east side of Tacoma Avenue from the south curb line of Rudisill Blvd. to the north curb line of Pasadena Drive by replacing the sidewalks where needed and to improve South Wayne from the south curb line of Rudisill Blvd. to the north curb line of Pasadena, West Foster Parkway from the west curb line of South Wayne to the east curb line of Tacoma Ave. and on Branning Ave. from the west curb line of South Wayne Ave. to the east curb line of Tacoma Ave. by replacing curbs, driveways, sidewalks, and yardwalks.
Dehner Construction Company, Inc., is the contractor.
PRIOR APPROVAL RECEIVED ON 6/26/90

EFFECT OF PASSAGE: Improved curbs, driveways, sidewalks & yardwalks at above location

EFFECT OF NON PASSAGE: S-90-07-40

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) $138,545.00

ASSIGNED TO COMMITTEE: Victor R Edmonds

BILL NO. S-90-07-40

REPORT OF THE COMMITTEE ON PUBLIC WORKS

MARK E. GiaQUINTA, CHAIRMAN
CLETUS R. EDMONDS, VICE CHAIRMAN
HENRY, SCHMIDT, TALARICO

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS

REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving Contract FOR RES. #6154-90, FAIRMONT PLACE PHASE I between DEHNER CONSTRUCTION COMPANY, INC. and the City of Fort Wayne, Indiana, in connection with the Board of Public Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE) (~~RESOLUTION~~)

DO PASS	DO NOT PASS	ABSTAIN	NO REC
Cletus R Edmonds			
Samuel J. Talarico			

DATED: 8-14-90

Sandra E. Kennedy
City Clerk